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OF COUNSEL
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14911-A

February 21, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Interim Use Agreement Termination (Partial), dated as of February 21, 1996, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Interim Use Agreement which was previously filed with the Board under Recordation Number 19911.

The names and addresses of the parties to the enclosed document are:

User: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Manufacturer: Electro Motive Division, General Motors
Corporation
9301 West 55th Street
La Grange, Illinois 60525

A description of the railroad equipment covered by the enclosed document is:

eleven (11) SD75M locomotives set forth on Schedule I attached thereto.

FEB 21 2 05 PM '96

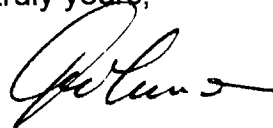
Quarterly Report - Qtr.

Mr. Vernon A. Williams
February 21, 1996
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures



19911-A

Electro-Motive Division General Motors Corporation, La Grange, Illinois 60525 (708) 387-6000

INTERIM USE AGREEMENT TERMINATION (PARTIAL)

This terminates the Interim Use Agreement, dated January 19, 1996, (the "Agreement") between The Atchison, Topeka and Santa Fe Railway Company, ("Railroad") a Delaware corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation only with respect to the following locomotives: See Schedule I attached hereto, (hereinafter referred to as "Terminated Equipment"). The Agreement and the hereinafter described recordation with the Surface Transportation Board ("STB" formerly the Interstate Commerce Commission) with respect to locomotives: road numbers 8251, 8252, 8257 through 8261, inclusive, 8263, 8266, 8271 through 8275, inclusive, continues in full force and effect.

WHEREAS, Railroad and EMD executed the Agreement which relates to the equipment described in that Agreement: i.e. 25 SD75M locomotives bearing road numbers 8251 through 8275 inclusive (the "Locomotives");

WHEREAS, the Agreement was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11301 on January 25, 1996 at 9:50 AM. Recordation No. 19911.

WHEREAS, the parties hereto desire to terminate and cancel the Agreement with respect to the Terminated Equipment and to record this termination and cancellation;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Agreement with respect to the Terminated Equipment, effective February 21, 1996.
2. The parties agree to record this Partial Termination with the STB so as to release the lien against the Terminated Equipment constituted by the Agreement.
3. The parties agree that the Agreement and the above mentioned recordation with the STB shall continue in full force and effect with respect to locomotives: road numbers 8251, 8252, 8257 through 8261, inclusive, 8263, 8266, 8271 through 8275, inclusive

4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and EMD have each caused this Interim Use Agreement Termination (Partial) to be duly executed by their authorized officers as of the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: Paul J. Vignone

Title: Assistant Vice President-Finance

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

By: Paul

Title: Director of Treasury & Finance
Assistant Secretary

State of Illinois

County of Will §

On this 15th day of February, 1996, before me personally appeared Keith A. Mc Canless to me personally known, who, being by me duly sworn, did say that he is an Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

M. A. Gonzalez
Notary Public

My commission expires:

"OFFICIAL SEAL"
M. A. Gonzalez
Notary Public, State of Illinois
My Commission Expires 6/22/97

State of Illinois
County of Cook §

On this 15th day of February, 1996, before me personally appeared Paul J. Meyandt, to me personally known, who, being by me duly sworn, did say that he is an Asst. V.P. - Finance of the The Aitchison, Spoken & Smith Feby Co., that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

"OFFICIAL SEAL"
CHARLENE M. SCHWARTZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/2/97

Charlene M. Schwartz
Notary Public

My commission expires:

SCHEDULE I

Road Numbers

8253 through 8256, inclusive,
8262, 8264, 8265, 8267 through
8270, inclusive